

The complaint

Mr F and Mrs F have complained that AXA Insurance UK Plc (AXA) unfairly declined a claim for theft under their home insurance policy.

What happened

Mr F and Mrs F contacted AXA to make claim for a burglary. AXA asked for photos of the damage and a completed loss list. It then declined the claim because it said there weren't signs of forced or violent entry. When Mr F and Mrs F complained, AXA maintained its decision to decline the claim.

So, Mr F and Mrs F complained to this service. Our investigator upheld the complaint. She said AXA hadn't shown the policy didn't cover the circumstances described. She said AXA should reconsider the claim and if it settled it, pay interest on any payments made.

As AXA didn't agree, the complaint was referred to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I uphold this complaint. I will explain why.

AXA declined the claim because it said there weren't signs of forced or violent entry. I've looked at the policy terms and conditions. These said:

“Any claims caused by theft or attempted theft, no cover is provided:

- Unless there are signs of damage caused by the thief (or thieves) to get into the Home or violence or deception was used to gain entry”*

Although AXA has said there was no evidence of “force”, the policy didn't require there to be force, it required “*signs of damage by the thief ... to get into the home*”. Looking at the photos, there are signs of damage, including to the garage door. I'm aware AXA looked at the photos and didn't think they were enough to show there was a valid claim. But Mrs F offered to provide further evidence if the photos were insufficient, such as a report from a professional locksmith, and said neither she or the police had been asked for any further information. So, I don't think AXA showed that it fairly considered this claim or that it was reasonable to decline it.

As a result, I uphold this complaint and require AXA to continue to consider the claim, including any further evidence Mr F and Mrs F think would support their claim. If AXA offers a cash settlement, it should pay interest on that amount as Mr F and Mrs F lost use of that money.

Putting things right

AXA should reconsider the claim in line with the terms of the policy. If it pays a cash settlement, AXA should pay interest on that amount.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require AXA Insurance UK Plc to:

- Reconsider the claim under the terms of the policy.
- Pay 8% simple interest, if it pays a cash settlement for the claim, from the date on which the claim was first made to the date on which the payment is made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 20 July 2023.

Louise O'Sullivan
Ombudsman